

**A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FULTON COUNTY IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS AND ZERO CENTS (\$1,207,928.00) ANNUALLY TO PERFORM ANIMAL CONTROL SERVICES ON BEHALF OF THE CITY OF ATLANTA TO BE PAID FROM ACCOUNT NUMBER 1001 (GENERAL FUND) 200502 (NDP FULTON COUNTY) 5710001 (PAYMENTS TO OTHER GOVERNMENTS) 1514000 (TAX ADMINISTRATION), AND FOR OTHER PURPOSES.**

**WHEREAS**, Fulton County (hereinafter referred to as "County") and the City of Atlanta (hereinafter referred to as "City") desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and

**WHEREAS**, there is a need to control rabies, investigate cruelty complaints, and investigate animal bites within the corporate limits of the City upon request of the City; and

**WHEREAS**, the County has the capacity to provide such services through a contract with an approved animal control services vendor; and

**WHEREAS**, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the terms of the animal services contract; and

**WHEREAS**, Fulton County will provide such animal control services through a contract with an approved animal control services vendor under the direction and control of the County.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES** that the Mayor be and is hereby authorized to execute an Intergovernmental Agreement with Fulton County for the provision of Animal Control Services twenty-four (24) hours a day within the corporate limits of the City in an amount not to exceed one million two hundred seven thousand nine hundred twenty eight dollars and zero cents (\$1,207,928.00) to be charged from 1001 200502 5710001 1514000.

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate contractual agreement to be approved by the City Attorney as to form for execution by the Mayor.

**BE IT FURTHER RESOLVED**, the Agreement shall not become binding on the City and the City shall incur no liability or obligation until such Agreement has been signed and delivered to the contracting party.

Attachment 1

Annual Animal Control Services Estimated Payment Amounts for Municipalities and Fulton County  
Period July 1, 2008 - June 30, 2009  
(Actual payment amounts will be based on animal control services for the period 7/1/07-6/30/08)

Participating Municipality and County	Activities (TA)/A	Annual Payment	Quarterly Payment
Alpharetta	639	\$ 54,162	\$ 13,540.56
Atlanta	14,251	\$ 1,207,928	\$ 301,982.04
East Point	1,778	\$ 150,705	\$ 37,676.24
Fairburn	683	\$ 57,892	\$ 14,472.93
Hapeville	327	\$ 27,717	\$ 6,929.21
Mountain Park	4	\$ 339	\$ 84.76
Palmetto	293	\$ 24,835	\$ 6,208.74
Sandy Springs	945	\$ 80,099	\$ 20,024.77
Roswell	1,004	\$ 85,100	\$ 21,275.00
Union city	721	\$ 61,113	\$ 15,278.16
Johns Creek	574	\$ 48,653	\$ 12,163.20
Milton	347	\$ 29,412	\$ 7,353.01
South Fulton	3,884	\$ 329,211	\$ 82,302.87
Chattahoochee Hill Country	96	\$ 8,137	\$ 2,034.26
Fulton County*		\$ 145,586	\$ 36,396.50
Total	25,546	\$ 2,310,889	

\*Fulton County Rabies Related:

6.30% \$

145,586

TA=Total Activities=

25,546

A=Activities

(93.7% \* (Contract Amount+Indirect Cost)) \* (A/TA)

Payment Amount=

Total Cost = Contract Cost plus Indirect Cost

Contract Amount \$ 2,100,000.00

Indirect Cost \$ 210,889.00

Total Cost \$ 2,310,889.00

.937 \* Total Cost \$ 2,165,302.99

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
ANIMAL CONTROL SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA  
AND  
ATLANTA, GEORGIA**

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THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia ("County") and the City of Atlanta, Georgia ("City") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the Georgia Constitution, ARTICLE IX, Section 2, Paragraph 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and

WHEREAS, there is a need to control rabies, investigate cruelty complaints, and investigate animal bites within the corporate limits of the City upon request of the City; and

WHEREAS, the County has the capacity to provide such services through a contract with an approved animal control services vendor; and

WHEREAS, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the terms of the animal services contract; and

WHEREAS, the County wishes to provide such services to the City through a contract with an approved animal control services vendor under the direction and control of the County;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

## **ARTICLE 1**

### **PURPOSE AND INTENT**

1.1 The county agrees to provide animal control services through a contract with animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce Georgia's animal control laws and all County ordinances attendant thereto related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal services vendor.

1.3 The County agrees to provide rabies control services within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

## **ARTICLE 2**

### **TERM OF AGREEMENT**

2.1 The term of this Agreement is for one (1) year commencing on July 1, 2008 at 0000 hours and concluding at 2400 hours on June 30, 2009. At the conclusion of this term, the City will be solely responsible for providing all animal control services within its boundaries, with the exception of state mandated rabies control response which the county will continue to provide unless the term of the agreement is extended in accordance with the terms of this Agreement. This Agreement may be extended for additional terms by mutual agreement approved by both governing bodies.

## **ARTICLE 3**

### **COMPENSATION AND CONSIDERATION**

3.1 During the first term of this agreement and each subsequent term thereafter, the cost to the City will be based on the classification and location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment Amount} = Y (A) (C/TC)$$

Y = Percentage of response NOT related to state mandated county rabies control responses.

A = Contract Award Amount plus Indirect Cost (Applicable County Full Cost Plan)

C = Number of responses to requests for animal control service within the City or unincorporated Fulton County

TC = Total number of responses for each municipality and Fulton County

The payment amount for each municipality and Fulton County and an example calculation is included (Attachment 1).

3.2 The County will send invoices to the City on the first work day of each calendar quarter. The invoice will cover animal services for the following three months and the payment amount will be one quarter of the annual amount. Payment will be due within fifteen (15) days of the invoice date and should be sent to the Fulton County Department of Health and Wellness, Room 402, 99 Jesse Hill Jr., Drive, S.E., Atlanta, GA 30303.

## **ARTICLE 4**

### **ANIMAL CONTROL SERVICES**

4.1 The County agrees to contract with an animal control services vendor to provide animal control services within the County, including within the boundaries of the City.

4.2 The City recognizes the County will provide animal control services through a contract awarded to an independent animal control services vendor selected by the County Board of Commissioners.

4.3 The County and the City recognize that the City shall have the right to request of the County that it assign tasks to the animal control services vendor pursuant to this agreement. Supervision and the means by which tasks are accomplished shall be the responsibility of the County through the animal control services contract administrator.

## **ARTICLE 5**

### **RECORD KEEPING AND REPORTING**

5.1 The County agrees to provide the City with all reports stipulated in the animal control service vendor's contract and access to records the vendor is required to maintain in accordance with the vendor's contract.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 To the extent allowed by law, the County agrees to save and hold harmless and defend the City from and against all claims and liability for loss, damage, injury, or

death arising out of acts, errors, or omissions by the animal control services vendor pursuant to this agreement.

## **ARTICLE 7**

### **TERMINATION**

7.1 The parties agree that the City may upon sixty (60) days notice to the County, terminate this agreement upon its determination it wishes to provide its own animal control services.

## **ARTICLE 8**

### **EVENT OF DEFAULT AND REMEDY**

8.1 An event of default shall mean the County fails to provide animal control service, as stipulated in the current animal control service vendor's contract, through an animal control services vendor as selected by the County Board of Commissioners.

8.2 If such a default occurs the County agrees that the City may provide animal control services, as stipulated in the current animal control service vendor's contract, in any manner the City decides, with the County to bear all costs associated with the City providing these services during the Term of the Agreement. Payment by the County to the City will be made within thirty (30) days of receipt of a City invoice.

## **ARTICLE 9**

### **ENTIRE AGREEMENT**

9.1 It is understood that the terms of this agreement include all of the agreements made by the County and the City without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

## **ARTICLE 10**

### **SEVERABILITY**

10.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or the invalid portion of the provision were not part of the Agreement.

## **ARTICLE 11**

### **NOTICES**

11.1 Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.2 Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.3 For all notices to City the address will be:

City of Atlanta  
55 Trinity Avenue, S.W., Suite 2400  
Atlanta, GA 30335  
Facsimile: (404)658-7292  
Attention: The Honorable Shirley C. Franklin, Mayor

For all notices to County the address will be:

Fulton County  
Office of the County Manager  
141 Pryor Street  
Atlanta, GA 30303

With copies to:

Fulton County Department of Health and Wellness  
Office of the Director of Public Health  
99 Jesse Hill Jr., Drive  
Atlanta, GA 30303  
Facsimile: (404)730-1294



IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**John Eaves**  
**Chair**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**Mark Massey**  
**Clerk** **SEAL**  
**Fulton County Board of Commissioners**

**Approved as to Form:**

\_\_\_\_\_  
**Fulton County Attorney**

\_\_\_\_\_  
**Zachary Williams**  
**Fulton County Manager**

**CITY OF ATLANTA, GEORGIA**

\_\_\_\_\_  
**Shirley C. Franklin**  
**Mayor**

\_\_\_\_\_  
**Municipal Clerk** **SEAL**

**Approved as to Form:**

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**City Manager**

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Marissa Key

Contact Number: (404) 330-6473

Originating Department: Mayor's Office

Committee(s) of Purview: Finance /Executive Committee

Anticipated Committee Meeting Date(s): July 29-30, 2008

Anticipated Full Council Date: August 18, 2008

Legislative Counsel's Signature: 

Commissioner Signature: \_\_\_\_\_

Chief Procurement Officer Signature: N/A

**CAPTION**

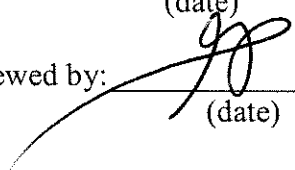
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FULTON COUNTY IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS AND ZERO CENTS (\$1,207,928.00) ANNUALLY TO PERFORM ANIMAL CONTROL SERVICES ON BEHALF OF THE CITY OF ATLANTA TO BE PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 200502 (NDP FULTON COUNTY) 5710001 (PAYMENTS TO OTHER GOVERNMENTS) 1514000 (TAX ADMINISTRATION), AND FOR OTHER PURPOSES.

Mayor's Staff Only  
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Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: 7.16.08  
(date)

Reviewed by:   
(date)

Submitted to Council: \_\_\_\_\_